

1 **BEFORE THE BOARD OF MEDICAL EXAMINERS**  
2 **OF THE STATE OF NEVADA**

3 \* \* \* \* \*

4 **In The Matter of Charges and** )  
5 **Complaint Against** )  
6 **LORRAINE CHUN, M.D.,** )  
7 **Respondent.** )

Case No. 10-19389-1

**FILED**

**MAR 14 2011**

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: 

9  
10 **SETTLEMENT, WAIVER AND CONSENT AGREEMENT**

11 **THIS AGREEMENT** is entered into by and between the Investigative Committee (IC) of  
12 the Nevada State Board of Medical Examiners (the Board) composed of  
13 Benjamin J. Rodriguez, M.D, Mr. Van Heffner and Beverly Neyland, M.D., by and through  
14 counsel, Lyn E. Beggs, Esq., and Lorraine Chun, M.D. (Respondent), as follows:

15 **WHEREAS**, on November 2, 2010, the Board's IC filed a Complaint in the above  
16 referenced matter charging Respondent with engaging in conduct that is grounds for discipline  
17 pursuant to the Medical Practice Act (NRS Chapter 630 and NAC Chapter 630) to wit: one count  
18 of malpractice as set forth in count I of the Complaint, a violation of NRS 630.301(4); and

19 **WHEREAS**, Respondent has received and reviewed a copy of the Complaint, understands  
20 the nature and significance of the Complaint and is fully advised concerning her rights and  
21 defenses to the Complaint as well as the possible sanctions that may be imposed if the Board finds  
22 and concludes that she has engaged in conduct that is grounds for discipline pursuant to the  
23 Medical Practice Act and after due consideration concedes that she committed malpractice as  
24 defined and set forth in count I of the Complaint; and

25 **WHEREAS**, Respondent understands and agrees that this Agreement is entered into by  
26 and between herself and the Board's Investigative Committee, and not with the Board, but that the  
27 Investigative Committee will present this Agreement to the Board for consideration in open  
28 session at a Board meeting, appropriately noticed, and that the Investigative Committee shall

1 advocate approval of this Agreement by the Board, but that the Board has the right to decide in its  
2 own discretion whether or not to approve this Agreement; and

3       **WHEREAS**, Respondent and the Investigative Committee each understand and agree that if  
4 the Board approves the terms, covenants and conditions of this Agreement, then the terms,  
5 covenants and conditions enumerated below shall be binding and enforceable upon Respondent and  
6 the Board's Investigative Committee; and

7       **NOW THEREFORE**, in order to resolve the above-captioned case and charges brought  
8 against Respondent by the Board's Investigative Committee in said matter, Respondent and the  
9 Investigative Committee hereby agree to the following terms, covenants and conditions:

10       1.     **Consent to Entry of Order.** In order to resolve the matter of these disciplinary  
11 proceedings pending against her without any further costs and expense of providing a defense to the  
12 Complaint or to any amended complaints, Respondent hereby agrees that an order may be entered  
13 herein by the Board finding that Respondent engaged in conduct that is grounds for discipline  
14 pursuant to the Medical Practice Act to wit: one count of malpractice as defined by NAC 630.040  
15 and as set forth in count 1 of the Complaint, a violation of NRS 630.301(4); and ordering that  
16 Respondent be issued a public reprimand. Respondent shall further be ordered to reimburse the  
17 Board the reasonable costs and expenses incurred in the investigation and prosecution of this case,  
18 the current amount being \$4079.99, not including any costs that may be necessary to finalize this  
19 Agreement. The costs and fines shall be paid to the Nevada State Board of Medical Examiners  
20 within ninety (90) days of the acceptance of this Agreement by the Board.

21       2.     **Jurisdiction.** Respondent was at all times mentioned in the Complaint filed in the  
22 above-captioned matter was, a physician licensed to practice medicine in the state of Nevada subject  
23 to the jurisdiction of the Board to hear and adjudicate charges of violations of the Medical  
24 Practice Act (NRS 630), and to impose sanctions as provided by the Act.

25       3.     **Representation by Counsel.** Respondent acknowledges that she is not represented  
26 by counsel and wishes to proceed towards resolution of this matter as set forth in this Agreement  
27 without counsel. Respondent understands and acknowledges that she may retain and consult counsel  
28 prior to entering into this Agreement and agrees that if counsel is retained for representation in this

1 representation in this matter prior to entering into this Agreement, that counsel for the Investigative  
2 Committee will be informed of such prior to Respondent executing this Agreement.

3 4. **Waiver of Rights.** Respondent covenants and agrees that she enters into this  
4 Agreement knowingly, willingly, and intelligently with knowledge that she may consult with  
5 counsel prior to entering into this Agreement. In connection with this Agreement, and the terms,  
6 covenants and conditions contained herein, Respondent knowingly, willingly and intelligently,  
7 waives all rights arising under or pursuant to the United States Constitution, the Constitution of the  
8 state of Nevada, NRS Chapter 630 and NRS Chapter 233B that may be available to Respondent or  
9 that may apply to Respondent in connection with the proceeding regarding the Complaint filed  
10 herein, the defense of said Complaint and the adjudication of the charges in said Complaint, and  
11 Respondent further agrees that the matter of the disciplinary action commenced by the filing of the  
12 complaint herein may be settled and resolved in accordance with this Agreement without a hearing  
13 or any further proceeding, and without the right to judicial review. In the event this Agreement is  
14 not approved by the Board, this Agreement shall have no force and effect and Respondent shall  
15 have all rights arising under or pursuant to the United States Constitution, the Constitution of the  
16 State of Nevada, NRS Chapter 630 and NRS Chapter 233B that may be available to Respondent or  
17 that may apply to Respondent in connection with the proceeding on the complaint filed herein.

18 5. **Acknowledgement of Reasonable Basis to Proceed.** Respondent covenants and  
19 agrees that the Board's Investigative Committee has a reasonable basis to believe that Respondent  
20 violated one or more provisions of the Medical Practice Act.

21 6. **Procedure for Adoption of Agreement.** It is expressly understood that this  
22 Agreement will only become effective if the Board approves the recommendation of the  
23 Investigative Committee for acceptance. The Investigative Committee and counsel for the  
24 Investigative Committee shall recommend approval of the terms, covenants and conditions  
25 contained herein by the Board in resolution of the disciplinary proceedings pending herein against  
26 Respondent pursuant to the Complaint. In the course of seeking Board approval of this  
27 Agreement, counsel for the Investigative Committee may communicate directly with the Board  
28 staff and members of the panel of the Board who would adjudicate this case if it were to go to

1 hearing. Respondent covenants and agrees that such contacts and communication may be made or  
2 conducted ex parte, without notice or opportunity to be heard on his part or on the part of his  
3 counsel, if any, until the public Board meeting where this Agreement is discussed, and that such  
4 contacts and communications may include, but not be limited to, matters concerning this  
5 Agreement, the Complaint and the allegations therein, any and all evidence that may exist in  
6 support of the Complaint, and any and all information of every nature whatsoever related to the  
7 complaint against Respondent. The Investigative Committee and its counsel agree that  
8 Respondent and her counsel, if any, may appear at the Board meeting where this Agreement is  
9 discussed in order to respond to any and all questions that may be addressed to the Investigative  
10 Committee or its counsel at such meeting.

11 7. **Effect of Acceptance of Agreement by Board.** In the event the Board approves  
12 the terms, covenants and conditions set out in this Agreement, counsel for the Investigative  
13 Committee will cause to be entered herein the Board's Order approving this Settlement, Waiver  
14 and Consent Agreement, ordering full compliance with the terms herein and ordering that this  
15 case be closed, subject to the provisions in Paragraph 1.

16 8. **Effect of Rejection of Agreement by Board.** In the event the Board does not  
17 approve the terms, covenants and conditions set out in this Agreement, this Agreement shall be  
18 null, void, and of no further force and effect except as to the following covenant and agreement  
19 regarding disqualification of adjudicating Board panel members. Respondent agrees that,  
20 notwithstanding rejection of this Agreement by the Board, nothing contained herein and nothing  
21 that occurs pursuant to efforts of the Investigative Committee or its counsel to seek acceptance  
22 and adoption of this Agreement by the Board shall disqualify any member of the adjudicating  
23 panel of the Board from considering the charges against Respondent and participating in the  
24 disciplinary proceedings in any role, including adjudication of the case, and Respondent further  
25 agrees that she shall not seek to disqualify any such member absent evidence of bad faith.

26 9. **Release From Liability.** In execution of this Agreement, the Respondent, for  
27 herself, her executors, successors and assigns, hereby releases and forever discharges the state of  
28 Nevada, the Board, the Nevada Attorney General, and each of their members, agents and

1 employees in their representative capacities, and in their individual capacities absent evidence of  
2 bad faith, from any and all manner of actions, causes of action, suits, debts, judgments,  
3 executions, claims and demands whatsoever, known and unknown, in law or equity, that  
4 Respondent ever had, now has, may have or claim to have, against any or all of the persons or  
5 entities named in this paragraph arising out of or by reason of this investigation, this disciplinary  
6 action, this settlement or its administration, in connection with the complaint. The Investigative  
7 Committee hereby agrees to accept this Agreement in full settlement of all claims related to the  
8 complaint, with the understanding that the final decision rests with the Board.

9       10.    Binding Effect. Respondent covenants and agrees that this Agreement is a binding  
10 and enforceable contract upon Respondent and the Board's Investigative Committee, which  
11 contract may be enforced in a court or tribunal having jurisdiction.

12       11.    Forum Selection Clause. Respondent covenants and agrees that in the event  
13 either party is required to seek enforcement of this Agreement in the district court, she consents to  
14 such jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the Second  
15 Judicial District Court of the State of Nevada in and for the County of Washoe.

16       12.    Attorneys' Fees and Costs. Respondent covenants and agrees that in the event an  
17 action is commenced in the district court to enforce any provision of this Agreement, the  
18 prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

19       13.    Failure to comply with terms. In the event the Board enters its Order approving  
20 this Agreement, should Respondent fail to comply with the terms recited herein, the Board would  
21 then have grounds, after notice and a hearing, to take disciplinary action against Respondent in  
22 addition to that included herein for the subject's violation of an Order of the Board in accordance  
23 with NRS 630.3065(2)(a). Moreover, the failure of Respondent to

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1 reimburse the Board for monies agreed to be paid as a condition of settlement, may subject  
2 Respondent to civil collection efforts.

3 Dated this 17<sup>th</sup> day of Feb of 2011.

Dated this 16<sup>th</sup> day of Feb., 2011.

4 By: [Signature]  
5 Lyn E. Beggs, Esq.  
6 Attorney for the Investigative Committee

By: [Signature]  
Edward J. Lemons, Esq.  
Attorney for Respondent

7 UNDERSTOOD AND AGREED:

8 [Signature]  
9 Lorraine Chun, M.D., Respondent

10 Dated this 15 day of February, 2011.

11 Subscribed and sworn to before me  
12 this \_\_\_ day of \_\_\_\_\_ 2011.

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15 Notary Public  
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IT IS HEREBY ORDERED that the foregoing Settlement, Waiver and Consent Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 11<sup>th</sup> day of March 2011, with the final total amount of costs due of \$4,079.99.



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Charles N. Held, M.D., President  
NEVADA STATE BOARD OF MEDICAL EXAMINERS